

**Exhibit B**

**Blackline**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:

JOANN INC., *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 25-10068 (CTG)

(Jointly Administered)

**Re: Docket ~~No~~Nos. 760, 846 &**

**FIRST ORDER AUTHORIZING THE DEBTORS TO ASSUME AND  
ASSIGN CERTAIN EXECUTORY CONTRACTS AND/OR UNEXPIRED LEASES**

Pursuant to and in accordance with the *Order (I) Authorizing and Approving Procedures to Reject or Assume Executory Contracts and Unexpired Leases and (II) Granting Related Relief* [Docket No. 429] (the “Procedures Order”)<sup>2</sup> entered in the chapter 11 cases of the above-captioned debtors ~~and debtors in possession~~ (collectively, the “Debtors”); and it appearing that the *First Notice of Assumption and Assignment of Certain Executory Contracts and/or Unexpired Leases* [Docket No. ~~429~~760] (the “Assumption Notice”) satisfies the requirements set forth in the Procedures Order; and the United States District Court for the District of Delaware having jurisdiction over this matter pursuant to 28 U.S.C. § 1334, which was referred to the Court under 28 U.S.C. § 157 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and this Court having

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: JOANN Inc. (5540); Needle Holdings LLC (3814); Jo-Ann Stores, LLC (0629); Creative Tech Solutions LLC (6734); Creativebug, LLC (3208); WeaveUp, Inc. (5633); JAS Aviation, LLC (9570); joann.com, LLC (1594); JOANN Ditto Holdings Inc. (9652); Dittopatterns LLC (0452); JOANN Holdings 1, LLC (9030); JOANN Holdings 2, LLC (6408); and Jo-Ann Stores Support Center, Inc. (5027). The Debtors' mailing address is 5555 Darrow Road, Hudson, Ohio 44236.

<sup>2</sup> Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Procedures Order.

found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Assumption Notice in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Assumption Notice is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Assumption Notice and opportunity for a hearing on the Assumption Notice were appropriate and no other notice need be provided; and this Court having reviewed the Assumption Notice; and this Court having determined that the legal and factual bases set forth in the Assumption Notice establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Contracts set forth in **Exhibit 1** attached hereto are assumed effective as of the Assumption Date and assigned to the Counterparty listed on **Exhibit 1**, as applicable. The assumption of the Contracts set forth in **Exhibit 1** are subject to the Debtors' paying the cure amounts, if any, set forth in **Exhibit 1**, to the Contract Counterparty in a manner consistent with the terms of the applicable agreement (a) if the cure amount is undisputed, promptly after the entry of this Order or (b) if the cure amount is disputed, the earlier of (i) the date on which the Debtors and Contract Counterparty agree to a cure amount or (ii) the date specified in a final and non-appealable order entered by this Court following a hearing determining such cure amount scheduled with notice to the objecting Contract Counterparty. Upon satisfaction of the cure amount, each Contract Counterparty is forever barred, estopped, and enjoined from asserting

against the Debtors or their successors or assigns any additional cure costs or other interests with respect to its Contract that arose, accrued, or came due on or before the Assumption Date.

2. With regard to Contracts to be assigned incident to the closing of a sale under section 363 of the Bankruptcy Code which satisfies the requirements of Code section 363(f), pursuant to sections 105(a) and 363(f) of the Bankruptcy Code, the assignment of any Contract upon the closing of such sale shall: (a) be free and clear of (i) all liens (and any liens shall attach to the proceeds in the same order and priority subject to all existing defenses, claims, setoffs, and rights) and (ii) any and all claims (as that term is defined in section 101(5) of the Bankruptcy Code), obligations, demands, guaranties of or by the Debtors, debts, rights, contractual commitments, restrictions, interests, and matters of any kind and nature, whether arising prior to or subsequent to the commencement of these chapter 11 cases, and whether imposed by agreement, understanding, law, equity, or otherwise (including, without limitation, claims and encumbrances (A) that purport to give to any party a right or option to effect any forfeiture, modification, or termination of the interest of any Debtor or Assignee, as the case may be, in the Contract(s) (but only in connection with the assignment by the Debtor to the Assignee) or (B) in respect of any taxes), *provided, however*, that any such assignment shall not be free and clear of any accrued but unbilled or not due rent and charges under a lease of non-residential real property including adjustments, reconciliations, and indemnity obligations, liability for which shall be assumed by the Debtors or the applicable Assignee, as agreed by and among the Debtors and the applicable Assignee; and (b) constitutes a legal, valid, and effective transfer of such Contract(s) and vests the applicable Assignee with all rights, titles, and interests to the applicable

Contracts.<sup>3</sup> For the avoidance of doubt, all provisions of the applicable assigned Contract, including any provision limiting assignment, shall be binding on the applicable Assignee.

3. Subject to and conditioned upon the occurrence of a closing with respect to the assumption and assignment of any Contract, and subject to the other provisions of this Order (including the aforementioned Assumption Procedures), the Debtors are authorized in accordance with sections 365(b) and (f) of the Bankruptcy Code to (a) assume and assign to any Assignees the applicable Contracts, with any applicable Assignee being responsible only for the post-assignment liabilities or defaults under the applicable Contracts except as otherwise provided for in this Order and (b) execute and deliver to any applicable Assignee such assignment documents as may be reasonably necessary to sell, assign, and transfer any such Contract.

4. The Debtors' right to assert that any provisions in the Contract that expressly or effectively restrict, prohibit, condition, or limit the assignment of or the effectiveness of the Contract to an Assignee are unenforceable anti-assignment or *ipso facto* clauses is fully reserved, as are the rights of any counterparty to object to such assertion.

5. The Assignee shall have no liability or obligation with respect to defaults relating to the assigned Contracts arising, accruing, or relating to a period prior to the applicable closing date; *provided* that any such assignment shall not be free and clear of any accrued but unbilled or not due rent and charges under a lease of non-residential real property including adjustments, reconciliations, and indemnity obligations, liability for which shall be assumed by

<sup>3</sup> Certain of the Contracts may contain provisions that restrict, prohibit, condition, or limit the assumption and/or assignment of such Contract. The Debtors rights are reserved with respect to the enforceability of such provisions, as are the rights of any party in interest to object to such claims.

the Debtors or the applicable Assignee, as agreed by and among the Debtors and the applicable Assignee.

6. Notwithstanding anything to the contrary herein, the Debtors are authorized to remove any Contract from the schedule to the Assumption Notice at any time prior to the Assumption Date.

7. The Debtors are hereby authorized, pursuant to section 363(b) of the Bankruptcy Code, to enter into consensual amendments with the written consent of the applicable Assumption Counterparty as set forth in an Assumption Notice.

8. Notwithstanding anything to the contrary contained herein, any payment to be made hereunder, and any authorization contained herein, shall be subject to any interim and final orders, as applicable, approving the use of cash collateral, and any budgets in connection therewith governing any such use of cash collateral.

9. Nothing contained in the Assumption Notice or this Order, and no action taken pursuant to the relief requested or granted (including any payment made in accordance with this Order), is intended as or shall be construed or deemed to be: (a) an admission as to the amount of, basis for, or validity of any claim against the Debtors under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission or finding that any particular claim is an administrative expense claim, other priority claim or otherwise of a type specified or defined in the Assumption Notice or this Order; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability or perfection of any lien on, security interest in, or other encumbrance on

property of the Debtors' estates; or (g) a waiver or limitation of any claims, causes of action or other rights of the Debtors or any other party in interest against any person or entity under the Bankruptcy Code or any other applicable law.

10. Notice of the Assumption Notice as provided therein shall be deemed good and sufficient notice of such Assumption Notice and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

11. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

12. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order.

13. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

**Schedule 1**

**Assumed Contracts**



No.	Assignee	Landlord	Landlord Address	Store Number	Store Address	Description of Contract <sup>4</sup>	Cure Amount	Assumption Date
1	Burlington-Coat-Factory-Warehouse Corporation	Shops at St. Johns, LLC	Simon Property Group, Attn: Legal Department, Indianapolis, IN, 46204-3438	2039	10261 River Marsh Drive Ste 149	June 18, 2003 Lease Agreement between Jo Ann Stores, LLC and Shops at St. Johns, LLC	\$39,476.28	6/1/2025
2	Burlington-Coat-Factory of Texas, Inc.	Smart Cienega SPE, LLC	e/o Property Management Advisors, Inc., 1234 East 17th Street, #B, Santa Ana, CA, 92701	2119	5885 Lincoln Avenue	April 20, 2005 Lease Agreement between Jo Ann Stores, LLC and Smart Cienega SPE, LLC	\$58,234.00	6/1/2025
3	Burlington-Coat-Factory of Texas, Inc.	Chestnut Court Darien II, LLC	e/o Mid-America Asset Management, Inc., One Parkview Plaza, 9th Floor, Oakbrook Terrace, IL, 60181	2176	7511 Lemont Rd Ste 101	March 31, 2009 Lease Agreement between Jo Ann Stores, LLC and CHESTNUT COURT DARIEN II, LLC	\$24,092.00	6/1/2025
4	Burlington-Coat-Factory of Texas, Inc.	Spirit Properties, Ltd.	Attn: Randy Wrage, 21070 Centre Pointe Parkway, Santa Clarita, CA, 91350	2452	26583 Carl Boyer Drive	October 15, 2014 Lease Agreement between Jo Ann Stores, LLC and Spirit Properties, Ltd.	\$35,041.13	6/1/2025
5	Burlington-Coat-Factory	BV Wolf Creek, LLC	2194 Snake River Parkway, Suite 300, Attn: Thel Casper,	2456	10521 S. 15Th Street	November 11, 2014 Lease Agreement between Jo Ann	\$26,004.24	6/1/2025

<sup>4</sup> The inclusion of a Contract on this list does not constitute an admission as to the executory or non-executory nature of the Contract, or as to the existence or validity of any claims held by the counterparty or counterparties to such Contract.

No.	Assignee	Landlord	Landlord Address	Store Number	Store Address	Description of Contract <sup>4</sup>	Cure Amount	Assumption Date
	<del>Warehouse Corporation</del>		<del>Idaho Falls, ID, 83402</del>			<del>Stores, LLC and BV-Wolf Creek, LLC</del>		
6	<del>Burlington Coat Factory of Texas, Inc.</del>	<del>DKS Investments, Inc.</del>	<del>e/o Knorr Management, Inc., 3736 Fallon Rd. #509, Dublin, CA, 94568</del>	1877	2210 Daniels St	<del>October 30, 2009 Lease Agreement between Jo Ann Stores, LLC and DKS Investments, Inc.</del>	\$25,356.33	6/1/2025
7	<del>Burlington Coat Factory of Texas, Inc.</del>	<del>Ming Retail Plaza LLC</del>	<del>e/o M.D. Atkinson Company, Inc., 1401 19th Street, Suite 400, Bakersfield, CA, 93301</del>	1014	3010 Ming Ave	<del>August 13, 2015 Lease Agreement between Jo Ann Stores, LLC and Ming Retail Plaza LLC</del>	\$25,209.58	5/1/2025
8	<del>Burlington Coat Factory Warehouse Corporation</del>	<del>University Hills Plaza, LLC</del>	<del>e/o Miller Real Estate Investments, LLC, Attn: Scott Goldammer, Property Mgr., Greenwood Village, CO, 80111</del>	2179	2580 South Colorado Blvd	<del>February 25, 2010 Lease Agreement between Jo Ann Stores, LLC and University Hills Plaza, LLC</del>	\$39,938.00	6/1/2025
9	<del>Burlington Coat Factory Warehouse Corporation</del>	<del>Lancaster Development Company LLC</del>	<del>e/o C.E. John Company, Inc., Attn: Director of Property Management, Vancouver, WA, 98661</del>	2218	783 Lancaster Dr. Ne. Suite #133	<del>December 06, 2010 Lease Agreement between Jo Ann Stores, LLC and Lancaster Development Company LLC</del>	\$14,665.05	6/1/2025
10	<del>Burlington Coat Factory of Texas, Inc.</del>	<del>Alameda Crossing Station LLC</del>	<del>Attn: Robert F. Myers, COO, 11501 Northlake Drive, Cincinnati, OH, 45249</del>	2132	1717 N. Dysart Road	<del>August 11, 2005 Lease Agreement between Jo Ann Stores, LLC and Alameda Crossing Station LLC</del>	\$0.00	6/1/2025
11	<del>Burlington Coat</del>	<del>IGI21 Katy LLC</del>	<del>1140 N. Williamson Blvd, Suite 140,</del>	2226	1219 North Fry Road	<del>February 24, 2011 Lease Agreement</del>	\$0.00	6/1/2025

No.	Assignee	Landlord	Landlord Address	Store Number	Store Address	Description of Contract <sup>4</sup>	Cure Amount	Assumption Date
	Factory of Texas, Inc.		Attn: Steven R. Greathouse, Chief Investment Officer, Daytona Beach, FL, 32114			between Jo Ann Stores, LLC and IGI21-Katy LLC		
12	Burlington Coat Factory Warehouse Corporation	Suburban Plaza, LLC	e/o Selig Enterprises, Inc., Attn: Kenneth J. Clayman, Esq., Atlanta, GA, 30309	2412	2655 N. Decatur Road	August 12, 2014 Lease Agreement between Jo Ann Stores, LLC and Suburban Plaza, LLC	\$24,347.51	6/1/2025
13	Burlington Coat Factory of Texas, L.P.	Tri Marsh Realty LLC	4801 Harbor Dr., Attn: Bo Avery, Flower Mound, TX, 75022	2140	10515 N. Mo Pac Expy Bldg +	May 31, 2006 Lease Agreement between Jo Ann Stores, LLC and Tri Marsh Realty LLC	\$0.00	6/1/2025
14	Burlington Coat Factory of Texas, Inc.	WLPX Hesperia, LLC	e/o Lewis Operating Corp., 1152 North Mountain Avenue, Upland, CA, 91785	2270	12779 Main Street	May 20, 2011 Lease Agreement between Jo Ann Stores, LLC and WLPX Hesperia, LLC	\$29,624.01	6/1/2025
15	Burlington Coat Factory Warehouse Corporation	Overlook Village Asheville, LLC	e/o Armada Hoffer Properties, Inc., 222 Central Park Avenue, Suite 2100, Virginia Beach, VA, 23462	2284	80 South Tunnel Road Suite 30	August 26, 2011 Lease Agreement between Jo Ann Stores, LLC and Overlook Village Asheville, LLC	\$0.00	6/1/2025
16	Burlington Coat Factory of Texas, L.P.	Sherman Commons, L.P.	e/o CBRE, 2100 McKinney Ave., Suite 800, Dallas, TX, 75201	2308	4127 N. Hwy 75	March 28, 2012 Lease Agreement between Jo Ann Stores, LLC and Sherman Commons, L.P.	\$0.00	6/1/2025
17	Burlington Coat Factory	SRK Lady Lake 21 SPE, LLC	e/o The Benchmark Group, 4053 Maple Road, Suite 200,	1598	540 N Us Hwy 441	June 30, 2008 Lease Agreement between Jo Ann Stores, LLC	\$33,243.25	6/1/2025

No.	Assignee	Landlord	Landlord Address	Store Number	Store Address	Description of Contract <sup>4</sup>	Cure Amount	Assumption Date
	<del>Warehouse Corporation</del>		<del>Amherst, NY, 14226</del>			<del>and SRK Lady Lake 21 SPE, LLC</del>		
18	<del>Burlington-Coat-Factory-Warehouse-Corporation</del>	<del>Progress-Square-Partners, LP</del>	<del>e/o Argonaut-Investments, 101-Larkspur Landing-Circle, Suite 120, Larkspur, CA, 94939</del>	<del>2329</del>	<del>720-W-Telegraph</del>	<del>February 29, 2012-Lease Agreement-between Jo-Ann-Stores, LLC and-Progress-Square-Partners, LP</del>	<del>\$30,500.00</del>	<del>6/1/2025</del>
19	<del>Burlington-Coat-Factory-Warehouse-Corporation</del>	<del>RPT-Newnan-LLC</del>	<del>500 North-Broadway, Suite-201, P.O. Box-9010, Jericho, NY, 11753</del>	<del>2364</del>	<del>1074-Bullsboro-Drive, Unit-#6</del>	<del>December 20, 2012-Lease Agreement-between Jo-Ann-Stores, LLC and RPT-Newnan-LLC</del>	<del>\$18,239.71</del>	<del>5/1/2025</del>
20	<del>Burlington-Coat-Factory-of-Kentucky, Inc.</del>	<del>Shelbyville-Road Plaza, LLC</del>	<del>e/o Hagan-Properties, 12911-Reamers Road, Louisville, KY, 40245</del>	<del>2145</del>	<del>4600-Shelbyville-Rd Ste 280</del>	<del>January 18, 2008-Lease Agreement-between Jo-Ann-Stores, LLC and-Shelbyville Road-Plaza, LLC</del>	<del>\$50,059.33</del>	<del>6/1/2025</del>
21	<del>Burlington-Coat-Factory-of-Texas, L.P.</del>	<del>Rayzor-Ranch-Marketplace-Associates, LLC</del>	<del>8140 Walnut Lane, Suite 400, Attn: Property Manager, Dallas, TX, 75231</del>	<del>2212</del>	<del>2640 West-University-Dr</del>	<del>November 17, 2010-Lease Agreement-between Jo-Ann-Stores, LLC and-Rayzor-Ranch-Marketplace-Associates, LLC</del>	<del>\$0.00</del>	<del>6/1/2025</del>
22	<del>Burlington-Coat-Factory-of-Texas, Inc.</del>	<del>ECHO/Continental-Lincoln-Village, LLC</del>	<del>e/o Worth Capital, 2501 E. Main St. AND PO Box 9646 (Columbus, same zip), Columbus, OH, 43209</del>	<del>2054</del>	<del>4600 W-Broad-Street</del>	<del>August 22, 2003 Lease-Agreement between-Jo-Ann Stores, LLC-and-ECHO/Continental-Lincoln Village, LLC</del>	<del>\$22,548.01</del>	<del>6/1/2025</del>
23	<del>Burlington-Coat</del>	<del>Myrtle-Beach</del>	<del>8820 Marina-Parkway, Attn:</del>	<del>2566</del>	<del>1120-Seaboard St</del>	<del>January 28, 2022-Lease Agreement-</del>	<del>\$38,121.49</del>	<del>6/1/2025</del>

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	<del>Factory Warehouse Corporation</del>	<del>Farms Company, Inc.</del>	<del>Lease Administration, Myrtle Beach, SC, 29572</del>			<del>between Jo Ann Stores, LLC and Myrtle Beach Farms Company, Inc.</del>		
24	Burlington Coat Factory of Texas, L.P.	BVA SPM SPE LLC	e/o Big V Properties LLC, 176 North Main Street, Suite 210, Florida, NY, 10924	2571	9500 S IH 35 Frontage Rd	December 22, 2021 Lease Agreement between Jo Ann Stores, LLC and BVA SPM SPE LLC	\$0.00	6/1/2025
25	Burlington Coat Factory of Texas, L.P.	380 Younger LLC	14643 Dallas Parkway, Suite 950, Attn: Benjamin Smith, Younger Partners, DALLAS, TX, 75254	2296	2050 West University Dr Suite 250	September 30, 2011 Lease Agreement between Jo Ann Stores, LLC and 380 Younger LLC	\$0.00	6/1/2025
26	Burlington Coat Factory Warehouse Corporation	Spring Creek Owner, LLC	e/o DLC Management Corp., 565 Taxter Rd., Suite 400, Elmsford, NY, 10523	1894	3835 North Mall Ave	January 13, 2010 Lease Agreement between Jo Ann Stores, LLC and Spring Creek Owner, LLC	\$8,503.52	6/1/2025
27	Burlington Coat Factory Warehouse Corporation	NORTH MAIN PHASE II AND III LLC	C/O CHILDRESS KLEIN, 301 S. COLLEGE ST., SUITE 2800, CHARLOTTE, NC, 28202	2351	1215 B North Main Street	November 29, 2012 Lease Agreement between Jo Ann Stores, LLC and NORTH MAIN PHASE II AND III LLC	\$22,345.83	6/1/2025
28	Burlington Coat Factory of Texas, Inc.	Regency Centers, L.P.	e/o Regency Centers Corporation, One Independent Drive, Jacksonville, FL, 32202-5019	2589	3872 C Paxton Avenue )	January 31, 2023 Lease Agreement between Jo Ann Stores, LLC and Regency Centers, L.P.	\$0.00	6/1/2025

No.	Assignee	Landlord	Landlord Address	Store Number	Store Address	Description of Contract <sup>4</sup>	Cure Amount	Assumption Date
29	Burlington Coat Factory of Texas, Inc.	LNN Enterprises, Inc.	9 W. Cherry Ave., Ste. A, Attn: Giavanna Nackard-Bednar, VP of Operations, Flagstaff, AZ, 86001	1831	1514 S. Riordan Ranch St	April 06, 1979 Lease Agreement between Jo Ann Stores, LLC and LNN Enterprises, Inc.	\$0.00	6/1/2025
30	Burlington Coat Factory Warehouse Corporation	GP Retail I, LLC dba SRV Investors	c/o Gart Properties, LLC, 240 St. Paul Street, Suite 200, Denver, CO, 80206	2071	7360 South Gartrell Road	July 16, 2004 Lease Agreement between Jo Ann Stores, LLC and GP Retail I, LLC dba SRV Investors	\$32,909.74	6/1/2025
31	Burlington Coat Factory Warehouse Corporation	Goodmen Big Oaks, LLC	c/o TRI Inc., 1071 Fall Springs Rd., Collierville, TN, 38017	2225	3875 North Gloster Street	January 11, 2011 Lease Agreement between Jo Ann Stores, LLC and Goodmen Big Oaks, LLC	\$15,511.67	5/1/2025
32	Burlington Coat Factory of Texas, Inc.	Widewaters Roseland Center Company, LLC	c/o The Widewaters Group, Inc., 5845 Widewaters Parkway, Suite 100, East Syracuse, NY, 13057	2211	3225 State Route 364	November 19, 2010 Lease Agreement between Jo Ann Stores, LLC and Widewaters Roseland Center Company, LLC	\$14,014.52	6/1/2025
33	Burlington Coat Factory Warehouse Corporation	The Williams Family Trust	c/o Alliance Development, 230 Ohio Street, #200, Oshkosh, WI, 54902	2348	1226 Koeller St	July 26, 2012 Lease Agreement between Jo Ann Stores, LLC and The Williams Family Trust	\$18,075.00	6/1/2025
34	Burlington Coat Factory Warehouse Corporation	A.I. Longview LLC	dba Hedinger Group, 5440 SW Westgate Drive, Suite 250, Portland, OR, 97221	1867	700 Ocean Beach Hwy Ste 100	September 30, 2008 Lease Agreement between Jo Ann Stores, LLC and A.I. Longview LLC	\$19,447.21	6/1/2025

No.	Assignee	Landlord	Landlord Address	Store Number	Store Address	Description of Contract <sup>4</sup>	Cure Amount	Assumption Date
35	Burlington Coat Factory of Texas, Inc.	RCG Bradley VII, LLC	e/o RCG Ventures, LLC, 3060 Peachtree Rd. NW, Suite 400, Atlanta, GA, 30355	2587	2056 N. State Rt. 50 (Unit 15)	September 29, 2022 Lease Agreement between Jo Ann Stores, LLC and RCG Bradley VII, LLC	\$25,032.10	5/1/2025
36	Burlington Coat Factory of Texas, Inc.	T SOUTHERN TIER PIL NY, LLC, T SOUTHERN TIER NY, LLC AND	TSOUTHERN TIER PIT NY, LLC, 16600 Dallas Pkwy, Suite 300, Dallas, TX, 75248	1868	1530 County Route 64	April 06, 2009 Lease Agreement between Jo Ann Stores, LLC and T SOUTHERN TIER PIL NY, LLC, T SOUTHERN TIER NY, LLC AND	\$24,134.10	6/1/2025
37	Burlington Coat Factory Warehouse Corporation	U-Blaine Properties LLC	e/o Inland Companies Inc. dba Colliers International, 833 E. Michigan St., Suite 500, Milwaukee, WI, 53202	1866	4045 Commonwealth Ave	August 26, 2008 Lease Agreement between Jo Ann Stores, LLC and U-Blaine Properties LLC	\$25,388.94	6/1/2025
38	Burlington Coat Factory Warehouse Corporation	Pompano MZL LLC	e/o KPR Centers LLC (Katz Properties Retail), 535 Fifth Avenue, 12th Floor, New York, NY, 10017	1023	1131 S. Federal Hwy	August 07, 1997 Lease Agreement between Jo Ann Stores, LLC and Pompano MZL LLC	\$33,550.96	5/1/2025
39	Burlington Coat Factory of Texas, Inc.	PONTIAC MALL LIMITED PARTNERSHIP	C/O GERSHENSON REALTY & INVESTMENT, 31500	2277	9052 Highland Road	July 28, 2011 Lease Agreement between Jo Ann Stores, LLC and PONTIAC MALL LIMITED	\$30,966.35	6/1/2025

No.	Assignee	Landlord	Landlord Address	Store Number	Store Address	Description of Contract <sup>4</sup>	Cure Amount	Assumption Date
			NORTHWESTER N HWY, SUITE 100, FARMINGTON HILLS, MI, 48334			PARTNERSHIP		
40	Burlington- Coat- Factory of Texas, Inc.	LCR- Walpole- LLC	e/o The Wilder- Companies, Ltd., 800 Boylston Street -Suite 1300, Boston, MA, 02199	2403	96- Providence- Highway	July 31, 2013 Lease Agreement between Jo Ann Stores, LLC and LCR Walpole- LLC	\$17,755.77	6/1/2025
41	Burlington- Coat- Factory of Texas, Inc.	RAF- Investments- Ltd.	397 Churchill Hubbard Rd., Suite 2, Attn: Vince Fond, Jr., Youngstown, OH, 44505	2519	441- Boardman- Poland- Road	October 16, 2017 Lease Agreement between Jo Ann Stores, LLC and RAF- Investments Ltd.	\$28,881.00	6/1/2025
42	Burlington- Coat- Factory of Texas, L.P.	T Mesquite- MKT WVS- TX, LLC	16600 Dallas Parkway, Suite 300, Attn: Zoe Lopez, Regional Property Manager, Dallas, TX, 75248	2575	19105- Lyndon B- Johnson- Fwy	February 01, 2022 Lease Agreement between Jo Ann Stores, LLC and T- Mesquite MKT WVS- TX, LLC	\$0.00	5/1/2025
43	Burlington- Coat- Factory- Warehouse- Corporation	Big B1, Inc	655 South 700 East, Attn: Bankim ("Bobby") Patel, Orem, UT, 84097	2576	3558 E- Main St	May 09, 2022 Lease Agreement between Jo Ann Stores, LLC and Big B1, Inc	\$20,836.75	6/1/2025
44	Burlington- Coat- Factory of Texas, L.P.	TXC- Capital, LLC	e/o Crimson Capital LLC, 17 Elm Street, Morristown, NJ, 07960	2446	10501- Gateway- Blvd W Bld- 9	June 23, 2014 Lease Agreement between Jo Ann Stores, LLC and TX Crimson, LLC	\$0.00	6/1/2025
45	Burlington- Coat- Factory of	IA Round- Rock- University	e/o InvenTrust Property- Management, LLC,	2155	201- University- Oaks Blvd	March 31, 2008 Lease Agreement between Jo Ann Stores, LLC	\$0.00	6/1/2025



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	<del>Texas, L.P.</del>	<del>Oaks Limited Partnership</del>	<del>3025 Highland Parkway, Ste. 350, Downers Grove, IL, 60515</del>			<del>and IA Round Rock University Oaks Limited Partnership</del>		
46	Boot Barn, Inc.	CI Warner Robbins, LLC	e/o Fickling Management Services, 577 Mulberry Street, Suite 1100, Macon, GA, 31202	2490	2951 Watson Blvd	August 05, 2016 Lease Agreement between Jo Ann Stores, LLC and CI Warner Robbins, LLC	\$13,013.63	5/1/2025
47	SFM, LLC	BV Waco Central Texas Marketplace, LLC	e/o Ball Ventures, LLC, 2194 Snake River Parkway, Suite 300, Idaho Falls, ID, 83402	2445	4633 S. Jack Kultgen Expy Unit 104	May 30, 2014 Lease Agreement between Jo Ann Stores, LLC and BV Waco Central Texas Marketplace, LLC	\$26,727.83	6/1/2025
48	Massa Furniture, Inc.	MFBY Ocala, LLC	e/o RD Management LLC, Attn: General Counsel, New York, NY, 10019	1244	2405 Sw 27Th Ave	November 10, 1980 Lease Agreement between Jo Ann Stores, LLC and MFBY Ocala, LLC	\$10,299.14	6/1/2025
49	Cavender Stores, L.P.	Midlo Younger, LLC	e/o Younger Partners, 14643 Dallas Parkway, Suite 950, LB #58, Dallas, TX, 75254	2501	2000 F.M. 663 St 500	March 09, 2017 Lease Agreement between Jo Ann Stores, LLC and Midlo Younger, LLC	\$0.00	6/1/2025
50	Vitamin Cottage Natural Food Markets, Inc.	Lake Geneva Retail LeaseCo., L.L.C.	Inland Comm. Real Estate Services LLC #51573, 2901 Butterfield Rd, Oak Brook, IL, 60523	2322	600 N. Edwards Blvd	June 14, 2012 Lease Agreement between Jo Ann Stores, LLC and Lake Geneva Retail LeaseCo., L.L.C.	\$17,392.15	6/1/2025
51	Harmon POS Sales	SP 35 L.P.	e/o National Realty & Development	593	1026 Broad St	September 15, 1976 Lease Agreement	\$0.00	6/1/2025

<b>No.</b>	<b>Assignee</b>	<b>Landlord</b>	<b>Landlord Address</b>	<b>Store Number</b>	<b>Store Address</b>	<b>Description of Contract<sup>4</sup></b>	<b>Cure Amount</b>	<b>Assumption Date</b>
	LLC		Corp., Attn: Chief Operating Officer, New York, NY, 10281			between Jo Ann Stores, LLC and SP 35-L.P.		
52	Boot Barn, Inc.	Integris Ventures-T C, LLC	e/o Integris Ventures— Management, LLC, 655 Craig Road, Suite 100, Creve Coeur, MO, 63141	1893	1923 Old Fort Pkwy	January 18, 2010 Lease Agreement between Jo Ann Stores, LLC and Integris Ventures-T C, LLC	\$17,754.55	6/1/2025
53	Cavender Stores, L.P.	De Anza Properties-4, LLC	e/o Corinthian Real Estate Inc., 3217 Montrose Blvd, Suite 228, Houston, TX, 77006	2387	1671 Ih 35 South, Suite 208	April 09, 2013 Lease Agreement between Jo Ann Stores, LLC and De Anza Properties 4, LLC	\$0.00	5/1/2025
54	Hobby Lobby Stores, Inc.	Real Sub, LLC	e/o Publix Super Markets, Inc., P.O. Box 407, Lakeland, FL, 33802-0407	1959	11215 Causeway Blvd	June 06, 2000 Lease Agreement between Jo Ann Stores, LLC and Real Sub, LLC	\$52,191.47	6/1/2025
55	PARISINA INTERNATIONAL LLC	Pavilions North Shopping Center 18, LLC	e/o ACF Property Management, Inc., 12411 Ventura Boulevard, Studio City, CA, 91604	2157	25 Ne Loop 410 Ste 114	May 05, 2008 Lease Agreement between Jo Ann Stores, LLC and Pavilions North Shopping Center 18, LLC	\$0.00	6/1/2025
<b><u>No.</u></b>	<b><u>Assignee</u></b>	<b><u>Landlord</u></b>	<b><u>Landlord Address</u></b>	<b><u>Store Number</u></b>	<b><u>Store Address</u></b>	<b><u>Description of Contract<sup>4</sup></u></b>		

<sup>4</sup> The inclusion of a Contract on this list does not constitute an admission as to the executory or non-executory nature of the Contract, or as to the existence or validity of any claims held by the counterparty or counterparties to such Contract.

<b>No.</b>	<b>Assignee</b>	<b>Landlord</b>	<b>Landlord Address</b>	<b>Store- Number</b>	<b>Store- Address</b>	<b>Description of Contract<sup>4</sup></b>	<b>Cure- Amount</b>	<b>Assumption- Date</b>
							<u>Cure Amount</u>	<u>Assumption Date</u>
<u>46</u>	<u>Boot Barn, Inc.</u>	<u>CI Warner Robbins, LLC</u>	<u>c/o Fickling Management Services, 577 Mulberry Street, Suite 1100, Macon, GA, 31202</u>	<u>2490</u>	<u>2951 Watson Blvd</u>	<u>August 05, 2016 Lease Agreement between Jo-Ann Stores, LLC and CI Warner Robbins, LLC</u>	<u>\$24,516.57</u>	<u>8/1/2025</u>